REMARKS

This Amendment and the following remarks are intended to fully respond to the Office Action mailed June 11, 2009 (hereinafter the "Office Action"). In the Office Action, claims 40, 43, 46-50, 52-53, 55-57, and 62-64 were examined and all claims were rejected. More specifically, claims 40, 43, 46, 48-50, 52-53, 55, 57, and 63-64 were rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Swift et al., U.S. Patent No. 7,113,994 (hereinafter "Swift"); and claims 47, 56, and 63 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over swift in view of Freier et al. (The SSL Protocol Version 3.0, 18 Nov. 1996, hereinafter "Freier").

Reconsideration of these rejections, as they might apply to the original and amended claims in view of these remarks, is respectfully requested.

In this amendment, claims 40, 49, and 62 have been amended and no claims have been added or cancelled. Thus, claims 40, 43, 46-50, 52-53, 55-57, and 62-64 remain present for examination.

Interview Summary

Applicants thank Examiner Barqadle for the in-person interview conducted on October 7, 2009 with Applicant's representatives Gregory Leibold and MacLane Key. In the interview, Applicant's representatives discussed the differences between the recited features of the independent claims and the teachings of Swift. Examiner Barqadle suggested helpful claim amendments which have been incorporated in this response. No agreement was reached.

Claims Rejected Under 35 USC § 102(e)

Claims 40, 43, 46, 48-50, 52-53, 55, 57, and 62-64 were rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Swift. Applicants respectfully traverse the § 102(e) rejections because either the Office Action has failed to state a prima facie case of anticipation or the current amendments to the claims now render the Office Action's arguments moot. Indeed, a *prima facie* case of anticipation can be met only where the reference teaches each and every aspect of the claimed invention. *See* MPEP §§ 706.02 & 2136. Under 35 U.S.C. § 102, a reference must show or describe each and every element claimed in order to anticipate the

claims. *Verdegaal Bros. v. Union Oil Co. of California* 814 F.2d 628 (Fed. Cir. 1987) ("A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference").

More specifically, Swift fails to teach at least <u>receiving, at the first server, an</u> <u>authentication mechanism for the client, *wherein the authentication mechanism is generated*</u> <u>*using a first authentication method*; authenticating, by the first server, the client based upon the</u> <u>authentication mechanism, *wherein such authentication is performed according to the first*</u> <u>*authentication method*; sending, by the first server, a request according to a second</u> <u>authentication method to a trusted third-party to issue a first service ticket to the first server for</u> <u>the client, *wherein the first service ticket is used with the second authentication method, and*</u> <u>*wherein the second authentication method is different from the first authentication method*; and</u> <u>requesting, by the first server, a target service ticket from the trusted third-party to access the</u> <u>target service on behalf of the client, wherein the first server provides the trusted third-party with</u> <u>the first service ticket when requesting the target service ticket, and *wherein the target service*</u> <u>*ticket is used with the second authentication method*</u>, as recited in independent claim 40. Indeed, Swift teaches away from the recited features.

Swift instead teaches, "a mechanism by which a user 70 of a computer network 72 is able to give proxy authorization to a client 74 in the network, and the authorized client is able to authenticate itself for accessing a service 76 on behalf of the user, *without having to give confidential security data of the user, such as the user's password, to the proxy client for the purpose of authenticating the client to the service*." (Swift, col. 5, ll. 5-11) (emphasis added). Swift again asserts that such authentication is unnecessary stating, "[i]n this way, the *proxy client is able to gain access to the target service without the need to know the user's password or other secrets*." (Swift, col. 10, ll. 54-56) (emphasis added). Thus, claim 40 is allowable over the cited reference.

For at least similar reasons, independent claim 49 is also allowable over the cited reference. Claim 40 recites, *inter alia*,

> <u>receiving, at the first server, an authentication mechanism for the client,</u> <u>wherein the authentication mechanism is generated using a first authentication</u> <u>method;</u>

authenticating, by the first server, the client based upon the authentication mechanism, wherein such authentication is performed according to the first authentication method;

sending, by the first server, a request according to a second authentication method to a trusted third-party to issue a first service ticket to the first server for the client, wherein the first service ticket is used with the second authentication method, and wherein the second authentication method is different from the first authentication method;

requesting, by the first server, a target service ticket from the trusted third-party to access the target service on behalf of the client, wherein the first server provides the trusted third-party with the first service ticket when requesting the target service ticket, and wherein the target service ticket is used with the second authentication method . . . .

Thus, independent claim 49 is allowable over the cited reference for at least the same reasons.

Finally, independent claim 62 is also allowable over the cited reference. Claim 62 recites, *inter alia*,

receiving, at the trusted-third party, a first request from the first server for a first service ticket, wherein the first server provides evidence that the client has been authenticated to the first server using a first authentication method, and wherein the first service ticket is a service ticket granting the client access to services on the first server;

sending the first service ticket to the first server, wherein the first service ticket is used with a second authentication method, and wherein the second authentication method is different from the first authentication method;

receiving a second request from the first server to access a target server, wherein the first server is requesting to access the target server on behalf of the client, and wherein the second request comprises the first service ticket. . . .

Thus, claim 62 is also allowable over the cited reference.

For at least the foregoing reasons, independent claims 40, 49, and 62 are

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allowable over Swift. All other claims, i.e., claims 43, 46, 48, 50, 52-53, 55, 57, and 63-64 depend from one of allowable independent claims 40, 49, or 62 and, thus, are also allowable over the cited reference. Applicants respectfully requests that the Examiner withdraw this rejection and find the claims to be a condition for allowance.

Claims Rejected Under 35 USC § 103

Claims 47, 56, and 63 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over swift in view of Freier. Claims 47, 56, and 63 depend from one of independent claims 40, 49, or 62, and thus is allowable over the cited reference. As previously described, claims 40, 49, and 62 are allowable over Swift. Furthermore, Freier fails to compensate for the deficiencies of Swift.

Even if Freier did compensate for the deficiencies of Swift, it is improper to combine Swift with Freier to form a rejection under 35 U.S.C. § 103. Applicants note that at the time of the inventions, both the present application and Swift were subject to assignment to the Microsoft Corporation. Because Swift is prior art under §102(e), it is precluded from being combined with Freier, or any other reference, by 35 U.S.C. § 103(c). Thus, Applicants respectfully request that the Examiner withdraw the § 103 rejection and issue a Notice of Allowance for all claims at his earliest convenience.
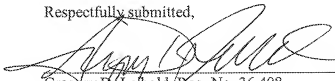
CONCLUSION

This Amendment fully responds to the Office Action mailed on June 11, 2009. Still, that Office Action may contain arguments and rejections that are not directly addressed by this Amendment due to the fact that they are rendered moot in light of the preceding arguments in favor of patentability. Hence, failure of this Amendment to directly address an argument raised in the Office Action should not be taken as an indication that the Applicants believes the argument has merit. Furthermore, the claims of the present application may include other elements, not discussed in this Amendment, which are not shown, taught, or otherwise suggested by the art of record. Accordingly, the preceding arguments in favor of patentability are advanced without prejudice to other bases of patentability.

It is believed that no further fees are due with this Response. However, the Commissioner is hereby authorized to charge any deficiencies or credit any overpayment with respect to this patent application to deposit account number 13-2725.

In light of the above remarks and amendments, it is believed that the application is now in condition for allowance, and such action is respectfully requested. Should any additional issues need to be resolved, the Examiner is respectfully requested to telephone the undersigned to attempt to resolve those issues.

Respectfully submitted,

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